



City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk (the “City”), Virginia is seeking proposals from responsible firms qualified to provide a Turnkey, On-Site Parts Operation for the Division of Fleet Management.

The City invites all persons or firms to respond to the Request for Proposals (“RFP”) 4531-0-2014/WT by submitting a proposal consistent with the terms and conditions of this solicitation.

RFP Closing Date and Time: 5/28, 2014, 2:00 p.m. Eastern Time

Request for Proposal 4531-0-2014/WT

Turnkey, On-Site Parts Operation for Fleet Management

Buyer: Wendy Turner

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wendy.turner@norfolk.gov

Issued: 5/13/2014

RFP CLOSING DATE AND TIME: 5/28/2014

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____

Signature

Type or Print Name

Email Address

Telephone Number

Fax Number

Company Name

Company FEI/FIN#

RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 1:01 P.M. or later) will not be considered and will be returned to the Offeror unopened. Proposal shall be delivered to: **Office of the Purchasing Agent ("Issuing Office")**

232 E. Main Street, Suite 250

Norfolk, Virginia 23510

RFP 4531-0-2014/WT, Turnkey, On-Site Parts Operation

TABLE OF CONTENTS

SECTION I - GENERAL	4
A. PURPOSE, BACKGROUND, AND GENERAL SCOPE OF SERVICES	4
SECTION II - INSTRUCTIONS TO THE OFFEROR	8
A. ISSUING OFFICE	8
B. CONTRACT ADMINISTRATOR	8
C. CONTRACT TERM	8
D. CONTACT WITH CITY STAFF, REPRESENTATIVES, AND/OR AGENTS:	8
E. OFFERORS OF RECORD:	8
F. QUESTIONS AND ADDENDA	8
G. CHANGES OR MODIFICATIONS:	8
H. RFP CLOSING:	9
I. PROPOSAL SUBMITTAL REQUIREMENTS:	9
J. EVALUATION OF PROPOSALS:	9
K. PRESENTATION/DEMONSTRATION:	10
L. PREPARATION OF PROPOSALS:	10
P. AWARD:	13
Q. DISPOSITION OF PROPOSALS:	13
R. DISCLOSURE:	14
S. COST INCURRED IN RESPONDING:	14
T. PRIME CONTRACTOR RESPONSIBILITY:	14
U. SUBCONTRACTORS:	14
V. GOVERNING LAW AND VENUE:	14
W. ANTI-COLLUSION:	14
X. ETHICS IN PUBLIC CONTRACTING:	14
Y. NONDISCRIMINATION:	14
Z. DEBARMENT CERTIFICATION:	14
AA. INSURANCE REQUIREMENTS:	15
BB. HOLD HARMLESS AGREEMENT:	15
CC. TERMINATION:	15
DD. COMPLIANCE WITH FEDERAL IMMIGRATION LAW:	15
EE. COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:	16
FF. USING ENTITIES FOR COOPERATIVE PURCHASING:	16
GG. Equal Opportunity Business Development:	16
HH. SUBCONTRACTING OPPORTUNITIES FOR SMALL, WOMEN OWNED, MINORITY BUSINESS ENTERPRISES AND DISABLED VETERANS	17
II. SOLICITATION:	17
JJ. DEFAULT:	17
KK. DRUG FREE WORKPLACE	17
LL. NORFOLK BUSINESSES	18
Attachment A: Anti-Collusion Statement	19
Attachment B: Ethics in Public Contracting	20
Attachment C: Nondiscrimination	22
Attachment D: Debarment Certification	23
Attachment E: Compliance with Federal Immigration Law	24
Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia	25
Exhibit 1: Revocable License:	26

SECTION I - GENERAL

A. Purpose, Background, and General Scope of Services

1. Purpose:

The City of Norfolk (the “City”) is seeking proposals from responsible firms qualified to provide all labor, equipment, parts and materials to operate an On-Site Automotive Parts Operation for the Department of General Services, Division of Fleet Management.

For any contract resulting from this RFP (“Contract(s)”), the initial term shall be for twelve (12) months beginning on the date of award. The City reserves the exclusive option to renew the agreement for up to four (4) optional, successive one-year periods. The City may cancel any agreement resulting from this solicitation by providing sixty (60) days written notice to the offeror, at no additional cost to the City.

2. Background:

The City’s Fleet Management Division (“Fleet Management”) is responsible for acquisition, repair, maintenance, and disposal of the City’s equipment and vehicles. The mixture of equipment and vehicles is comprised of automobiles, vans, refuse collection vehicles, pickup trucks, heavy duty trucks, off-highway equipment, Police vehicles, Fire apparatus, street sweepers, and other equipment used in the performance of daily tasks. The main garage is located at 1188 Lance Road. All maintenance and Parts technicians are housed in this facility, as are all parts.

Fleet Management currently operates two (2) shifts per day, Monday thru Friday between the hours of 6:00 a.m. and midnight. The staff is broken down into two shifts; the first shift is the day shift and the second shift is the night shift.

Fleet Maintenance processes approximately fifty (50) work orders per day with approximately two lines of issue.

These hours are subject to change, depending on the needs of the City.

The City has a drug-free and alcohol-free policy and an Internet Policy with zero tolerance for abuse. Anyone working on City premises is expected to comply with these and all other City policies.

3. Scope of Service:

The successful offeror shall provide an efficient and effective parts operation at the City’s Fleet Management Facility. All staffing, management, aftermarket and original equipment, manufacturer’s maintenance and repair parts, which could include lubricants and specified tires necessary to support City vehicles and equipment will be covered by the resulting contract. Under no circumstances will anyone, including City employees, be allowed to purchase parts or supplies for personal use, nor will parts be issued to any agency other than City of Norfolk Fleet Management from the offeror’s facility located at Fleet Maintenance.

Specifics to be addressed:

- a. The successful offeror shall have control over and access to sufficient inventory provided either by the offeror’s on-site or off-site stock, its own warehouse, original equipment manufacturers, and/or by negotiations with one or several local parts operations to furnish a minimum of 85% of City parts requirements at time of request; an additional 5% of any requested parts shall be provided within four (4) hours of receiving a parts requisition. The remaining 10% of the requested parts shall be made available within seventy-two (72) hours of the request for such parts. The City shall be provided an invoice copy at the time of purchase listing the actual parts purchased, cost of such parts, and the date and time of purchase. Upon request by the City, successful offeror shall provide inventory effectiveness reports showing the order fill of any given month. In addition, any monthly reports generated by the

successful offeror shall be made available to the City upon request. A parts usage report shall be provided to Fleet Management on a monthly basis – any decision to add or remove parts from inventory must be mutually agreed upon by the City and the successful offeror.

- b. The successful offeror shall supply stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment, components, and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality of materials, supplies, and equipment proposed to be furnished and to reject any item deemed not to meet original equipment standards and performance. All such items provided by the successful offeror for resale to the City will remain the property of the successful offeror until used by the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the successful offeror cannot obtain the desired part by start of business the day following a request and, in emergency situations, to procure parts immediately if the successful offeror cannot supply the part in an acceptable timeframe. The successful offeror will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in these cases will be deducted from the successful offeror's monthly invoice.
- c. The successful offeror shall secure, or attempt to secure, price agreements or negotiate favorable pricing from other suppliers for OEM or sole source parts.
- d. The successful offeror shall provide a detailed monthly report of parts issued and returned at monthly meetings for City management to review. This report shall include, but not be limited to, date part(s) issued or returned, part number, cost (price), work order number, and any associated task identification information. The successful offeror shall maintain warranty records of items sold to the Fleet Management and issue any credits, including labor and parts, due the City that are covered under these warranties. This information shall be reported to the Fleet Management on a monthly basis.
- e. If the successful offeror is involved in handling, recycling, or disposal of any hazardous wastes, used batteries, tires, anti-freeze, motor oils, greases, etc. generated by Fleet Management, the successful offeror must comply with all EPA, Federal, State, and local regulations regarding the disposal of those items.
- f. The successful offeror shall use current, state-of-the-art computer software/hardware to control and report on its operations. The computer system shall be capable of, but not limited to, providing on-line information regarding the facility inventory and other offeror-owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on back order, parts usage, usage of services, costs, billing information, and historical data on vehicles and equipment. This information shall be made available to Fleet Management on a monthly basis to assure a cost-effective operation.
- g. The successful offeror shall provide comprehensive activity reports from its computer database on a weekly basis. The City reserves the right to require any information considered necessary to monitor the successful offeror's operation on whatever frequency needed (i. e., daily, weekly, or monthly).
- h. The successful offeror will be required to furnish software that shall be capable of integrating with Faster Web fleet and facilities maintenance management software program. The contractor will be responsible to establish the integration within the first six (6) months after the start of the contract, contractor shall provide daily download of transaction data to Fleet Management in the prescribed format requested by the department. The software shall be capable of, but not limited to, maintaining data on and providing on-demand reports for the following areas:
 - i. Real time inventory of parts

- ii. Status reports on items on hand and ordered
- iii. Detailed parts and supply cost and usage for each vehicle
- iv. Cost breakdowns
- v. Billing information
- vi. Warranty information
- vii. Historical parts usage and cost data on fleet buses and vehicles, specific to each bus or vehicle. The system must be able to produce comprehensive standard reports and have ad hoc reporting capability. At any given time, parts usage and history reports must be available to City.

II. The successful offeror shall be responsible for input of all transactions into a corresponding Faster Web work order.

- i. The successful offeror shall provide sufficiently trained, knowledgeable, and service-oriented personnel to effectively and efficiently operate the total parts function as outlined. Offeror's proposal shall include provisions for staffing not only during normal working hours, but also during times of emergency, vacation, and sick leave. The successful offeror shall be responsible for the hiring, staffing, promoting, transferring, and dismissing of any person employed in the performance of the resulting contract. The successful offeror shall also be responsible for all wages, taxes, fringe benefits, and training for these employees.
- j. Fleet Management retains the option to interview and must agree on all personnel selected by the successful offeror. A minimum of one member of the successful offeror staff must be ASE certified in Heavy Equipment Parts and ASE certified in Auto Parts. Fleet Management reserves the right to require that the successful offeror discipline/dismiss any employee deemed detrimental to the parts operation. The successful offeror must comply with all such requests. Successful offeror staff must comply with all City and Departmental policies.
- k. Fleet Management reserves the right to request that successful offeror personnel perform reasonable Fleet Management activities in addition to those required by the ensuing contract when appropriate.
- l. The successful offeror or the successful offeror's employees shall direct any comments, questions, or concerns during the course of the resulting contract to the Fleet Manager.
- m. Fleet Management will provide an adequate and secure operation and storage area to the successful offeror free of charge. This will include heat, electricity, water, local telephone and local fax service, desks, chairs, PCs for the City's computer system, use of Fleet Management's copy machines, restrooms, and other such facilities and services to which there is mutual agreement. The successful offeror will be responsible for maintaining a clean and orderly parts area at all times.
- n. The City will issue to the successful offeror a revocable license agreement to operate the parts facility on City property. See Exhibit 1
- o. Successful offeror will provide specialized equipment such as terminals and printers for their computer system, office machines, file cabinets, specialized parts shelving, shop equipment, recycling apparatus, vehicles, and other facilities and services to which there is mutual agreement. It will be the responsibility of the successful offeror for any additional equipment in order for the successful offeror application to be integrated with City's information system.
- p. The successful offeror will exercise total control over and be responsible for the assigned area of the facility. No one may enter the facility without the permission of successful offeror management

personnel. The Fleet Management will retain access to the general area for routine maintenance and emergency repairs on the building or the building systems. The successful offeror will be granted access to the facility during non-operational hours when necessary to perform such activities that cannot be done during operational hours.

- q. The successful offeror shall be responsible for all costs associated with providing inventory, pickup/delivery, personnel, and administrative overhead to operate the facility. The successful offeror shall define the cost accounting methodology to be used to recover these costs. The successful offeror is to provide the City with current, verifiable price schedules of all parts/supplies purchased during the contract period.
- r. In cases where equipment is sent to an outside vendor and labor and parts are included in the repair cost, the City reserves the right to procure these parts directly from the outside vendor performing the repairs.
- s. The successful offeror shall provide training to City employees as deemed appropriate for the use of new or current products. The cost, if any, will be mutually agreed upon between the City and the successful offeror. Types of training available and costs shall be included in proposal.
- t. Billing to the City for parts and supplies used will be billed on a daily basis. The overall billing for parts, supplies, and all other appropriate and allowed charges will be billed to the City on a monthly basis. The City is not to be charged freight charges on stock parts or parts available in Metro Norfolk, nor will stock part premium prices be paid if successful offeror is not adhering to the agreed upon reorder plan (between successful offeror and the City).
- u. Proposals must itemize all costs proposed to be charged against any resulting contract. Additional charges not included in the resulting contract must have prior approval by the City.
- v. Proposals must demonstrate financial stability and capability to support the financial burden of the turnkey parts operation offered to the City.
- w. No parts will be issued to City personnel without a parts requisition. The successful offeror shall issue a receipt, in duplicate, will accompany all requisitions filled. The City is required to sign the receipt and date it. The receipt will reference the work order number.
- x. All routine part will be shipped to the City FOB. Special order parts or parts that require expedient delivery may be charged to the City at cost with prior approval from the City.

SECTION II - INSTRUCTIONS TO THE OFFEROR

A. Issuing Office:

City of Norfolk
Office of the Purchasing Agent
Attn: Wendy Turner, Purchasing Agent
232 Main Street, Suite 250
Norfolk, VA 23435
Telephone: (757) 664-4021
Fax: (757) 664-4018
wendy.turner@norfolk.gov

B. Contract Administrator:

Fleet Management
Facundo Tassara, Fleet Manager

C. Contract Term:

For any contract resulting from this RFP ("Contract(s)"), the initial term shall be for an initial term of twelve (12) months beginning on the date of award. The City reserves the exclusive option to renew the agreement for up to four (4) optional, successive, one-year periods. The City may cancel any agreement resulting from this solicitation by providing sixty (60) days written notice to the offeror, at no additional cost to the City.

D. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

E. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via www.DemandStar.com must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the RFP.

F. Questions and Addenda:

Contractors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on www.demandstar.com. This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

The deadline for submitting questions under this RFP is **12:00 Noon, 5/22/2014**. Oral comments and/or instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

G. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the RFP or Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

H. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request for Proposals.

I. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
 - a. The cover page of this RFP, which will contain:
 - 1) Original signature of an agent authorized to bind the company;
 - 2) Requested contact information;
 - 3) Company FEI/TIN number; and,
 - 4) Acknowledgment of any addenda on page one (1);
 - b. Pricing Schedule;
 - c. Business Classification form; and
 - d. Attachments A – F
2. Proposals must be submitted utilizing the following requirements:
 - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the RFP number, date and time of the RFP closing, and the Offeror's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.**
 - b. Submit the original and six (6) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
 - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
 - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
 - e. Include a statement setting forth the basis for protection of all proprietary information, if any.
 - f. Proposals are to be organized in the following tabs:
 - Tab 1 – Executive Summary
 - Tab 2 – Experience
 - Tab 3 – Services to be provided
 - Tab 4 – Capabilities and Skills (to include offeror's available resources to perform the work required)
 - Tab 5 – Prices/Fees
 - Tab 6 – Exceptions
 - Tab 7 – Proposed alternatives to City requirements

J. Evaluation of Proposals:

1. After the proposals are opened and initially evaluated, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.
2. The proposals will be evaluated by the City to ascertain which proposals address all requirement of the RFP. Proposals determined to be technically non-responsive, or not as responsive as other proposals, are subject to elimination at this point. Once the qualified offerors have been determined, the City may

interview successful offerors to clarify specific matters presented in the proposals. These discussions will allow the offerors to elaborate on their proposals.

3. The following criteria will be used in the evaluation process:

<u>CRITERIA</u>	<u>WEIGHT</u>
a. Inventory Capabilities	25 Points
b. Experience Providing Similar Services	25 Points
c. Accessibility/Response Time	20 Points
d. Cost	20 Points
e. <u>Implementation Plan</u>	10 Points
Total	100 Points

4. Based on the initial evaluation, the City may request the successful offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the successful, short-listed, Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
5. After negotiations are completed, the City will select the Offeror(s) who, in City's opinion, has made the proposal that is most advantageous to the City and shall award the contract(s) to that Offeror (referred to in this RFP as the Successful Offeror). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
6. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

K. Presentation/Demonstration:

If in the City's opinion, offeror presentations or demonstrations of the Offerors' proposal are warranted, the City will notify the appropriate offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

L. Preparation of Proposals:

1. In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

To facilitate the City's evaluation of the proposals, Offeror should number all pages of its proposal and provide tabs as indicated above. **Each proposal must fully address each of the following items and submit proposals using the following format:**

a. Project Approach: In narrative form, the offeror will describe its approach to fulfilling the needs of the City for Turnkey Parts Operation. Include any demonstrated experience in the private sector, municipalities, and other jurisdictions. Describe in detail the technical plan for accomplishing the work and the services that will be provided. Include timeframes from beginning to completion, the resource requirements you anticipate from the City staff, and equipment and other capabilities possessed by the offering firm. Include proposed levels of inventory, accessibility to inventory at remote locations, response time, computer system description, implementation plan, and any other information that impacts the offering firm's ability to provide the services. Project Approach should be no longer than 25 pages.

b. Experience: Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

- i. Offeror's established experience record in providing comparable services to organizations similar to the City.
- ii. Number and types of customers the Offeror has served with comparable services.
- iii. Number of years Offeror has been providing these types of services.
- iv. A **minimum** of three (3) current and previous clients for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting contract beginning with the most recent. For each reference, detail:
 - Name of firm;
 - Address of firm;
 - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
 - Number of years Offeror has served the client; and
 - Brief summary of scope of services provided.
 -

c. Information detailing projects of similar scope Offeror is currently engaged in, including:

- Name of firm;
- Address of firm;
- Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
- Number of years Offeror has served the firm; and
- Brief summary of scope of services being provided.

d. Capability and Skill: Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

- i. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
- ii. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
- iii. Size and location of the office that will serve the City;
- iv. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
- v. Qualifications and resumes of the employees who will be managing and performing the services under this contract.
- vi. Offerors must include a biography of the individual or firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of the individuals and/or firm participating in the services to the City. Proposals must clearly identify the principal person that will be assigned to the City.

vii. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:

- Contact for prompt contract administration upon award of the contract;
- Contact during the period of evaluation;
- Authorized agent to accept any notices provided for in this contract.

viii. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If your organization is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If your organization is a partnership, include the names of all principals or partners.

ix. A detailed history of all mergers or acquisitions.

x. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.

xi. A detailed list of contractor licenses held, including license class and number and program licenses.

xii. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under the contract resulting from this RFP. Include any financial ratings held by the firm.

xiii. If Offeror intends to subcontract any part of the work under the contract resulting from this RFP, indicate services to be subcontracted and subcontractor(s) to provide said services.

e. Other available documentation to verify Offeror's experience.

f. A statement detailing why the Offeror is the best candidate to provide the City with the services requested in this RFP.

M. Services to be Provided:

Provide a detailed description of the services to be provided under the contract resulting from this RFP. Said description is to address, at a minimum:

- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
- b. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.
- c. **EACH** of the *Specific Requirements* and *Scope of Work* specified in this RFP.
- d. Detailed approach to how offeror's program/services will be provided, in accordance with the requirements, terms, and conditions of this RFP.
- e. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the contract resulting from this RFP.

- f. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.
- g. Describe the one attribute that places the Offeror ahead of the competition.

N. Price:

- a. Provide the method of charging and an estimated cost for the proposed services. The method of charging shall be provided in complete detail. Proposals must reference discounts from trade price lists and include a copy of any such list. BE SPECIFIC on how costs are calculated (i. e., include labor, administrative overhead, direct operating costs, etc.). The proposals shall include a base figure definition from which all discounts are calculated. Proposals shall also provide the mark-up for all costs associated with the parts operation (excluding direct costs). NOTE: The City does not allow a contract based on total costs, plus a percentage of costs. Offerors shall provide a firm fixed price for annual Management fees, regardless of volume of sales and costs of parts. Proposals providing fees that may be adjusted based upon volume of sales and/or costs of parts will not be considered. There is no minimum or maximum length for this information; however, all pricing information should be bound in a separate volume and referenced appropriately.
- b. After negotiations and award of a contract, the pricing for the services provided under the resulting contract shall be a **firm fixed-price** during the term of the contract and any extensions and no other charges not specifically stated in the contract will be applicable.

O. Exceptions/Alternatives:

Detail any exceptions taken to the *Scope of Work* and *Terms and Conditions* sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

P. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the contractor(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal of the successful offerors will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

Q. Disposition of Proposals:

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

R. Disclosure:

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

S. Cost Incurred In Responding:

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Prime Contractor Responsibility:

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offerors' proposal includes services provided by others, the successful offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

U. Subcontractors:

Offeror's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

V. Governing Law and Venue:

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

W. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

X. Ethics in Public Contracting:

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

Y. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

Z. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposal documents. See Attachment D.

AA. Insurance Requirements:

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Combined Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the successful offeror.

BB. Hold Harmless Agreement:

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

CC. Termination:

The City may terminate the services requested herein upon sixty (60) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this RFP. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

DD. Compliance with Federal Immigration Law:

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

EE. Compliance with State Law – Authorization to Transact Business in the Commonwealth:

Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

FF. Using Entities for Cooperative Purchasing:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor.

GG. Equal Opportunity Business Development:

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No

If yes, please check the appropriate category:

Female	Male
<input type="checkbox"/> African American	<input type="checkbox"/> African American
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Hispanic
<input type="checkbox"/> Asian American	<input type="checkbox"/> Asian American
<input type="checkbox"/> American Indian	<input type="checkbox"/> American Indian
<input type="checkbox"/> Eskimo	<input type="checkbox"/> Eskimo
<input type="checkbox"/> Aleut	<input type="checkbox"/> Aleut
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other
<input type="checkbox"/> Other	

HH. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

<input type="checkbox"/> African American (male)	<input type="checkbox"/> African American (female)
<input type="checkbox"/> Hispanic (male)	<input type="checkbox"/> Hispanic (female)
<input type="checkbox"/> Asian American (male)	<input type="checkbox"/> Asian American (female)
<input type="checkbox"/> American Indian (male)	<input type="checkbox"/> American Indian (female)
<input type="checkbox"/> Eskimo (male)	<input type="checkbox"/> Eskimo (female)
<input type="checkbox"/> Aleut (male)	<input type="checkbox"/> Aleut (female)
<input type="checkbox"/> Other (male)	<input type="checkbox"/> Caucasian (female)
	<input type="checkbox"/> Other (female)

3. Proposed Amount of Subcontracts: _____ (Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project
6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here ☐.

II. Solicitation:

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

JJ. Default:

In case of default by the successful offeror or if the successful offeror fails to deliver the supplies or services offered by the time specified, the City, after due process (verbal, or in writing) may procure them from other sources and hold the successful offeror responsible for any excess costs occasioned thereby. This remedy shall be in addition to any other remedies available to the City. ..

KK. Drug Free Workplace

The City is a drug-free workplace, and as a condition of continued service on the contract, any offeror personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs;
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

LL. Norfolk Businesses

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

Remaining page intentionally left blank.

Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

Attachment B: Ethics in Public Contracting

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a Offeror or offeror involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a Offeror or offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a Offeror or offeror.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a offeror, offeror or sub-contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any offeror or offeror with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that offeror, PPEs or offeror.

Sec. 33.1-90. Gifts by Offerors, offerors, or subofferors (Virginia Code §2.2-4371).

No Offeror, offeror, or subofferor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No offeror or sub-contractor shall demand or receive from any of his suppliers or his sub-contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No offeror or sub-contractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a offeror or sub-contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent offeror by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: _____

Remaining page intentionally left blank.

Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by offeror prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the offeror agrees as follows:

a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The offeror will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or offeror.

Initial: _____

Remaining page intentionally left blank.

Attachment D: Debarment Certification

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date: _____

Attachment E: Compliance with Federal Immigration Law

1. **CERTIFICATION.**

The Offeror certifies, to the best of its knowledge and belief, that - The Offeror and/or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____

_____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/ responsibility. Failure of the Offeror/ to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/ non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

1. **CERTIFICATION.**

A. The Offeror (Please fill in with your enterprise's complete name)

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror by the State Corporation Commission:

B. Offeror/ that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

2. **INSTRUCTIONS.**

a. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit 1: Revocable License:

REVOCABLE LICENSE

This Revocable License is granted by the City of Norfolk to the Contractor as part of the Contract dated _____, 2012 between the City and _____ (the "Contractor") in order to allow the Contractor to provide a Turn Key On-Site Parts Operation at the City's Facility located at 1188 Lance Road, Norfolk, Virginia and is subject to the terms and condition of such Contract and the provisions set forth below. Contractor specifically agrees to the provisions set forth herein and that this License Agreement is revocable by the City in the City's sole discretion by the City giving the Contractor 7 days written notice of such revocation. The following are the terms and conditions of this License:

1. Grant of License.

The City hereby grants to Contractor a Revocable License (License) to use only that part of the City's Fleet Management Facility located at 1188 Lance Road, Norfolk, Virginia, that the City has designated as the Parts Operation area in order for Contractor to provide the City with a source to obtain parts for vehicles and equipment, tools, supplies, and related items (parts and items), for any City department, through the City's Office of Fleet Management, so such City departments may need to perform their work. Such area is referred to as the "Licensed Area." (See attached drawing marked as Exhibit A, which is made a part hereof and shows the Licensed Area.)

2. Term of License.

The term of this License shall run concurrently with the term of the above mentioned Contract between the parties. If such Contract expires or is terminated, then this License shall automatically terminate without any further notice. Also, this License may be revoked by the City at any time, in the City's sole discretion, by the City giving the Contractor 7 days written notice of such revocation, except in the case of an emergency or for health or safety reasons, in which case the City may immediately revoke this License.

3. Use of Licensed Area.

Contractor shall use the Licensed Area only for the purpose of conducting Contractor's Parts Operation activities as called for by the above mentioned Contract for supplying parts and items to City departments, through the City's Office of Fleet Management, and subject to the terms and provisions of such Contract and this License.

4. Condition of Licensed Area.

Contractor acknowledges that the Licensed Area is being delivered to Contractor in an AS IS condition and that Contractor is solely responsible for having examined and investigated such Licensed Area to be sure the Licensed Area is suitable for the purposes that Contractor intends to use the Licensed Area for, namely Contractor's Parts Operation

activities. Contractor will be solely responsible for making all such improvements necessary to use the Licensed Area for such purposes during the entire term of this License.

5. Improvements to Licensed Area.

Contractor agrees that prior to Contractor doing any work in the Licensed Area or any other improvements that Contractor places in the Licensed Area, Contractor will submit plans and drawings or a description of any such items to the City Director of General Services and any other required City official for review and approval and will not proceed with any such actions until such prior review and written approval have been obtained.

6. Compliance with Laws.

Contractor agrees to comply with all applicable city, state, and federal laws, ordinances, regulations, statutes, and codes, including all relevant zoning, building, environmental, and safety codes, in connection with any construction, maintenance, improvements, and/or operation of the Contractor's Parts Operation activities in the Licensed Area.

7. Maintenance of and Failure to Maintain Licensed Area.

Contractor shall be solely and fully responsible for setting up, maintaining, cleaning, operating, providing security, and otherwise being in charge of the Licensed Area so that the Contractor can provide the Parts Operation activities called for by the above-mentioned Contract. However, should Contractor fail to properly and timely maintain the Licensed Area and/or provide any of the other items as required by this License and/or the above-mentioned Contract, the City may provide for such maintenance and/or items and will be entitled to recover all of City's reasonable costs and expenses, including attorney's fees, from Contractor and Contractor agrees to pay all such monies to City within ten (10) days after demand for such from the City.

8. Utilities.

The City will pay for utilities for the Licensed Area, like electric, water, and a land line phone, and will handle every day general trash like paper and such items, but not any hazardous wastes or any other items requiring special handling or disposal.

9. Return of Licensed Area.

Contractor agrees that upon the expiration and/or termination of this License, or any extensions thereof, that Contractor will return the Licensed Area to the City in as good a condition as it was at the start of the License, ordinary wear excepted, and that all permanent improvements to the Licensed Area by the Contractor will become the property of the City upon any such termination or expiration of this License. However, Contractor may remove, at Contractor's sole expense, any of Contractor's temporary or

personal property not permanently affixed to the Licensed Area provided it will not cause any damage to the Licensed Area and Contractor will repair, to the satisfaction of the City, any damages to the Licensed Area caused by any removal of such items.

10. Security.

Contractor agrees to be responsible for provision of security for the Licensed Area. This includes such measures as may be needed.

11. No Damage to Licensed Area.

Contractor agrees not to and shall not commit or permit any act which results in any wasting or damage to the Licensed Area. Should any such waste or damage occur, the Contractor will repair and/or replace all damaged items or areas to the satisfaction of the City, or, at the City's option, pay the City the reasonable cost of the City having such work performed. Normal wear and tear excepted.

12. Responsibility for Licensed Area.

Contractor agrees that Contractor shall be responsible for any and all damages to the Licensed Area due to Contractor's use and/or for any and all other claims arising from such use and/or Contractor's actions or omissions, including, but not limited to, any damages to vehicles, any loss of personal property, any personal injuries, and any other injuries or damages of any type. Normal wear and tear excepted.

13. Protection of Licensed Area.

Contractor agrees that if Contractor breaches any of the provisions of this License, the City may take any actions necessary to protect and/or maintain the Licensed Area and that Contractor will pay the City all damages, costs, and expenses, including attorney's fees, incurred by the City for such actions.

14. Risk of Loss.

Notwithstanding anything herein to the contrary, Contractor shall bear the risk of any loss of or damage to the Licensed Area and/or any goods and items in the Licensed Area during the term of this License. Also, notwithstanding anything herein to the contrary, City shall not be liable for any direct, consequential, incidental, or any other damages incurred by Contractor due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, flood, hail, fire or storms) lack of electricity, lack of air conditioning, lack of heat, or any other damages resulting from any reason whatever to the Licensed Area or arising out of or resulting from any use of the Licensed Area by the Contractor.

15. Insurance.

Contractor, and any of its contractors, agents, or representatives doing any work or providing any services on or in connection with the Licensed Area, shall obtain and maintain during the life of this License, including any extensions, the following insurance coverages and provide the requirements set forth hereinafter for such coverage:

- A. In addition to any other insurance required under this License or the above-mentioned Contract, the Contractor shall procure and keep in force during the term of this License insurance for the Licensed Area and Contractor as follows:
1. Commercial General Liability insurance with minimum limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate. These limits may be achieved through the use of an umbrella policy which states by endorsement it follows the form of the primary coverage.
 2. Automobile liability for any auto, hired autos, owned, and non-owned autos of \$2,000,000.00 minimum limit.
 3. The above limit amounts may be met by an umbrella liability policy following the form of the underlying coverage in a minimum amount of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate.
 4. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation: If applicable, statutory coverage for Virginia, and shall contain a waiver of subrogation in favor of the City of Norfolk, its officers, agents and employees, and an endorsement from the insurer to this effect shall be received by City's Risk Manager before the start of the interim transition activities by Contractor.
 - b. Employer's Liability:
 1. \$100,000-Bodily injury by accident each occurrence.
 2. \$500,000-Bodily injury by Disease Policy Limit.
 3. \$100,000-Bodily Injury by Disease each employee.
 5. Property coverage to protect any goods or items in the Licensed Area.
 6. All such insurance shall be primary and noncontributory to any insurance and/or self-insurance additional insureds may have.

16. Evidence Of Insurance.

All Insurance shall meet the following requirements:

- A. Contractor shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies.
- B. The Contractor shall notify the City in writing within five (5) calendar days if any of the insurance coverages or policies are cancelled or materially altered and Contractor shall immediately replace such policies and provide such documentation to the City.

- C. The required insurance policies and coverages, excluding those for Workers' Compensation and Professional Liability, shall name the City of Norfolk, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverages.
- D. Where waiver of subrogation is required with respect to any policy of insurance required under this Contract, such waiver shall be specified on the certificate of insurance.
- E. Insurance coverage shall be on an occurrence basis unless otherwise permitted by the City's Risk Manager and be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance Company providing coverage under this License shall be authorized to do business in the Commonwealth of Virginia.

17. Entry on the Property by the City.

The City shall have the right to enter the Licensed Area for the purpose of inspection at any reasonable time or times during the term of this License, provided however, that such inspections shall not unreasonably interfere with the Contractor's use and occupancy of the Licensed Area.

18. City's Limitation of Liability.

The City shall not be responsible for any defect or change in the condition of the Licensed Area or for any resulting damage or injury to any person or property occurring in the Licensed Area or for any damages or loss of any of the parts or other items in the Licensed Area.

19. Environmental.

- A. Contractor represents, warrants and agrees that: (a) Contractor shall permit no installation or placement of Hazardous Material in the Licensed Area in violation of Environmental Laws; (b) Contractor shall permit no release of Hazardous Material onto or from the Licensed Area; (c) Contractor shall cause the Licensed Area and its use to comply with Environmental Laws and be free and clear of any liens imposed pursuant to Environmental Laws; (d) all licenses, permits and other governmental or regulatory actions necessary for Contractor's use of the Licensed Area to comply with Environmental Laws (the "Permits") shall be obtained and maintained by Contractor and Contractor shall assure compliance therewith; and (e) Contractor shall give City prompt written notice if Contractor receives any notice with regard to Hazardous Material on, from or affecting the Licensed Area and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with Environmental Laws, such Hazardous Material which Contractor owned, controlled, and/or had responsibility for from the Licensed Area.
- B. City shall have the right at any time during the term of this License, whether before or after default, to conduct or cause to be conducted an environmental inspection or audit of the Licensed Area by itself or by a qualified environmental consultant or engineer selected by the City; and Contractor hereby grants to City and its employees, agents, and independent contractors (hereinafter collectively called "City and its Representatives"), the right to enter the Licensed Area upon reasonable notice for the purpose of conducting,

whether before or after default, any inspection, audit or tests, making soil borings, extracting samples, installing monitoring wells, and conducting such other procedures as City and/or its Representatives deem necessary or desirable in connection with such inspection or audit. At any time during the term of this License, provided City has a reasonable basis for doing so, City may require Contractor to cause to be performed, at the expense of Contractor, for the benefit of Contractor and City, an inspection or audit of the Licensed Area by an environmental consultant or engineer approved by the City, and Contractor shall furnish to City, at no cost to City, the written inspection or audit report certifying as to the presence or absence of Hazardous Material on, at, or under the Licensed Area. All inspection reports may be submitted to governmental entities or agencies as requested or as may be required by law or regulations.

- C. Contractor shall indemnify and hold harmless City, its offices, employees, and agents from and against all losses, expenses (including, without limitation, attorneys' fees) and claims of every kind suffered by or asserted against the City as a direct or indirect result of (1) the presence on or release from the Licensed Area of any Hazardous Material, (ii) the violation of Environmental Laws applicable to the Licensed Area, (iii) the requirement to conduct any remediation of Hazardous Materials from the Licensed Area, (iv) the failure by Contractor to comply fully with the terms and provisions of this section, or (v) any warranty or representation made by Contractor in this section being false or untrue in any material respect. The indemnity and hold harmless obligation of Contractor to City under this paragraph includes losses, expenses, (including, without limitation, attorneys' fees) and claims caused by the action or inaction of the Contractor, its agents, employees, invitees and others permitted by Contractor on the Licensed Area or near the Licensed Area.
- D. "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future federal, state or local law, regulation or ruling applicable to environmental conditions on, under or about the Licensed Area including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act and the Chesapeake Bay Preservation Act. Contractor's obligations under this section shall survive the expiration or termination of this License.

20. Signs.

Contractor shall have no right to install or erect in the Licensed Area any signs, antennas or other equipment or device without the prior written consent of City, which consent shall not be unreasonably withheld.

21. Rights Cumulative.

All rights, powers, and privileges conferred hereunder upon the City to enforce this License shall be cumulative, and are in addition to and not restrictive to those given by law.

22. License Part of Contract.

This License is a part of the above mentioned Contract between the parties and is also subject to the terms and conditions of such Contract.

WITNESS:

_____ By _____

Printed Name and Title

Printed Name and Title

CITY OF NORFOLK

By _____
Marcus D. Jones City
Manager

ATTEST:

City Clerk

Approved as to form and correctness:

Deputy City Attorney

Approved as to Contents:

Director of General Services

Approved as to Contents

Purchasing Agent